Not many years ago locality was the principal consideration in all questions of good will. Most of the early cases on restraints of trade are merely interpretations of contracts limiting the time or locality within which a vendor of a business covenanted not to compete with his vendee. And the present test of reasonableness in questions of restraints of trade was developed by the courts in suits on such contracts. But good will is no longer merely a local asset; it attaches to the goods themselves, however far they may travel from their point of origin.

Another development of national advertising is the standard price. A dollar for an Ingersoll watch and five cents for Uneeda biscuits are the prices known to every consumer. Fixed prices have made price-cutting profitable. This latest attack on good will is only one of the means used by the unfair trader to injure the good will of a well known product discussed by the author.

The book is essentially not a law book; it was written for business men. The style is clear and the subject matter entertaining, and the treatment is never technical. Yet the six *don'ts* given by the author as guiding stars in choosing a trade-mark—don't select a personal name, nor a geographical name, nor a descriptive name, nor a deceptive name, nor an infringing name, and finally, don't be commonplace—succinctly state the fundamental principles of our trade-mark law. Numerous illustrations show the kind of labels, *etc.*, which have been restrained as unfair, the original and the infringing trade-marks being shown.

Mr. Rogers' wide experience in trade-mark litigation well qualifies him to discuss his subject from the practical as well as theoretical side; and it is believed the book will be of great value to the profession, especially to the general practitioner who has not specialized on this subject. From the lawyer's point of view it is regrettable that the citations of the many cases discussed and illustrated are not given in foot notes; but perhaps this defect is a virtue, for the book is the most readable work on a legal subject the writer has come across, and the total absence of any of the *indicia* of the profession makes it all the more refreshing.

Charles L. Miller.

LIMITATIONS ON THE TREATY-MAKING POWER. By Henry St. George Tucker. Pp. xxi and 444. Boston: Little, Brown & Co., 1915.

The Constitution gives to the President and Senate the power to make treaties, but it does not define that power, it does not recite the subjects which may be dealt with under it as other clauses of the Constitution recite the subjects over which Congress has legislative powers, nor does it say that any restraints apply specifically to the treaty-making power. The clauses which deal with it specifically do not show how far the President and Senate may go in the exercise of their power. To answer this question requires further study; and it is to this study that Mr. Tucker's book is devoted.

The problems which are involved are important. May the President and Senate without the concurrence of the House of Representatives commit the United States to the making of appropriations? May they regulate the use of a state's institutions without the consent of that state? May they establish a religion—a power which is denied to Congress but which is not expressly denied to the treaty-making power? These and similar questions may arise at any time.

To aid in their solution Mr. Tucker presents a large amount of valuable material. He discusses the few cases that have come before the Supreme Court and shows that they do not mark off the extent of the power; that, for example, in Ware v. Hylton the court did not decide that the treaty invalidated the state law. His analysis of the case is masterly. He discusses those instances in which treaties have involved the making of appropriations by the federal government and shows that in those instances it has been necessary

to secure the concurrent action of the House of Representatives. He discusses the instances in which treaties have involved the exercise of powers the usual exercise of which is only within the power of the state governments and shows that the consent of Maine to the Webster-Ashburton treaty was sought before that treaty was ratified, and that in the recent California controversy the Department of State conceded the power of the state to act as it did.

But the author does more than this. By a review of the constitutions of several European countries he shows that it is not self-evident that a country can always be bound by an agreement which has not received the concurrence of the legislative department. He shows that the Supreme Court has refused to adopt the theory that there are powers inherent in the Government of the United States and that, on the other hand, it has repeatedly recognized the reserved powers of the states. And he quotes extensively, perhaps too extensively, from the writings of a large number of publicists whose opinions give further weight to his position that the grant of the treaty-making power should not be so construed as to deprive the House of Representatives of powers conferred upon it by the Constitution or to withdraw from the states or the people the powers which were reserved by our forefathers.

The book exhibits thoroughness in research and a sound judgment on points of law. The arrangement of the material, however, is unsatisfactory, for the author does not tell us at the outset just what questions are involved and whether the law is settled, so that the ordinary reader is apt to wade through several chapters before he gets his bearings. The difficulty is due not so much to the author's fondness for quotations as to the order in which the material is presented. The average lawyer should disregard the first three chapters until after he has covered the more important later chapters. He will then set out with a much better impression of the book itself and of the strength of the cause for which it stands, and will be much more likely to cover the entire book, than if he starts out to read the chapters in strictly consecutive order.

In spite of this minor defect, however, the book is entitled to the careful attention of all serious students of constitutional law. It will be especially welcome to those who believe that neither the grants of power nor the restraints on power contained in our fundamental law should be extended by forced construction.

Robert P. Reeder.

RIGHTS AND REMEDIES OF CREDITORS RESPECTING THEIR DEBTOR'S PROPERTY. By Garrard Glenn. Pages xlvi and 461. Boston: Little, Brown & Co., 1915.

This volume contains the substance of a special course of lectures delivered by the author at the Law School of Columbia University. The earlier chapters are especially valuable as they present clearly and logically the nature of the creditor's right in the debtor's property, the meaning of the term assets within the purview of this right, and the historical development of the law relating to fraudulent transfers.

The great value of the book lies in the fact that it treats the subject from a new point of view. We have had many books on fraud, bankruptcy, judgments, procedure, mortgages, liens, *etc., etc.,* but the author's treatment cuts through all of these topics and many more, presents the law in a new cross section, and enables the student to follow the creditor in his relation to the debtor from the time that he lays the foundation for his right in his judgment to the very end of the several processes by which that right is to be satisfied.

The book belongs to a class of legal writings valuable because of their restatement of the subject matter with a new integration. In the study of cases the student necessarily makes his own synthesis. The text book writer whose work is something more than a mere digest of decisions helps the student to correct his own perspective by presentation of the matter from a different angle. Although no man's thought on the subject of the law